

REQUEST FOR QUOTATION

For

CONFERENCE FACILITY



**Southern District of Alabama
PROCUREMENT SENSITIVE**

RFQ-USA03-11-0001

**Sharon W. Cuff
Administrative Services Specialist
U.S. Attorney's Office
63 So. Royal Street, Suite 600
Riverview Plaza
Mobile, Alabama 36602**

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| | | | | | |
|---|------------------------------|--|--|--|----------------------|
| REQUEST FOR QUOTATION (THIS IS NOT AN ORDER) | | | THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE | | PAGE 1 OF 17 PAGES |
| 1. REQUEST NO. RFQ-USA03-11-0001 | 2. DATE ISSUED 12-10-2010 | 3. REQUISITION/PURCHASE REQUEST NO. N/A | 4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 | | RATING |
| 5a. ISSUED BY U.S. Dept. of Justice, United States Attorney's Office/Southern District of Alabama | | | 6. DELIVER BY (Date) | | |
| 5b. FOR INFORMATION CALL (NO COLLECT CALLS) | | | 7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule) | | |
| NAME Sharon W. Cuff (sharon.cuff@usdoj.gov) | | TELEPHONE NUMBER AREA CODE (251) NUMBER 415 - 7162 | | 9. DESTINATION | |
| 8. TO: | | | a. NAME OF CONSIGNEE United States Attorney's Office | | |
| a. NAME | | b. COMPANY | | b. STREET ADDRESS 63 So. Royal St., Suite 600 | |
| c. STREET ADDRESS | | | c. CITY Mobile | | |
| d. CITY | | e. STATE | f. ZIP CODE | d. STATE AL | e. ZIP CODE 36602 |
| 10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 12-27-2010 | | IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter. | | | |

11. SCHEDULE (Include applicable Federal, State and local taxes)

| ITEM NO. (a) | SUPPLIES/SERVICES (b) | QUANTITY (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| N/A 0001 | Prospective Offerors shall provide a price quote for meeting space, sleeping rooms and refreshments for a Victim/Witness Conference sponsored by the U.S. Attorney's Office, in accordance to the attached Statement of Work. Dates of the conference are June 6-8, 2011. | | | | |

| | | | | |
|---------------------------------|-------------------------|-------------------------|-------------------------|-------------------|
| 12. DISCOUNT FOR PROMPT PAYMENT | a. 10 CALENDAR DAYS (%) | b. 20 CALENDAR DAYS (%) | c. 30 CALENDAR DAYS (%) | d. CALENDAR DAYS |
| | | | | NUMBER PERCENTAGE |

NOTE: Additional provisions and representations ☒ are ☐ are not attached.

| | | | | | | |
|--------------------------------|----------|-------------|--|--|---------------------------|--|
| 13. NAME AND ADDRESS OF QUOTER | | | 14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION | | 15. DATE OF QUOTATION | |
| a. NAME OF QUOTER | | | 16. SIGNER | | b. TELEPHONE AREA CODE | |
| b. STREET ADDRESS | | | | | | |
| c. COUNTY | | | | | | |
| d. CITY | e. STATE | f. ZIP CODE | c. TITLE (Type or print) | | NUMBER | |

**REQUEST FOR QUOTATION DOJ-USA03-7-0003
CONFERENCE FACILITY**

SECTION A - STANDARD FORM 18

CONTINUATION OF SF-18

The following addenda are hereby made to the numbered blocks appearing on Standard Form (SF) – 18.

BLOCKS 11 a. THROUGH f. – SCHEDULE/PRICES

1. SLEEPING ROOMS TO BE PAID BY CONFERENCE PARTICIPANTS

| Item | Description | Qty | Unit Price | Total Price |
|------|-------------------|---------|------------|-------------|
| 001 | Monday, 6/6/2011 | 200-250 | \$ | |
| 002 | Tuesday, 6/7/2011 | 200-250 | \$ | |
| | GRAND TOTAL | | | |

2. SLEEPING ROOMS CHARGED TO MASTER ACCT., Pd by U.S. ATTORNEYS

| Item | Description | Qty | Unit Price | Total Price |
|------|-------------------|-----|------------|-------------|
| 001 | Monday, 6/6/2011 | 10 | \$ | |
| 002 | Tuesday, 6/7/2011 | 10 | \$ | |
| | GRAND TOTAL | | | |

3. MEETING ROOMS

| Room Type | Qty | Unit | Unit Price | Total Price |
|--|-----|------|------------|-------------|
| Small Meeting Room 6/6/11-6/8/11 for Conference Planners | 2.5 | Days | \$ | \$ |
| Registration table 6/6/11, 1:30 -5:00 PM | .5 | Day | \$ | \$ |
| Registration table 6/7/11, 7:30 – 9:30 AM | 2 | Hr. | \$ | \$ |
| General Session – 6/7/11 300 people 7:30 AM- 5:00 PM , Include Continental Brkfst and a PM break 6/8/11 300 people 7:30 AM-12:00 PM Including Continental Brkfst | 1.5 | Days | \$ | \$ |
| GRAND TOTAL | | | | |

4. AUDIO-VISUAL EQUIPMENT

| Type | Qty | Unit | Unit Price | Total Price |
|---|-----|------|------------|-------------|
| Audio-Visual Equipment Rental 6/7/11 – 6/8/11 TBD may include sound system, projection equipment, microphones, podium, etc. | 1.5 | Days | \$ | \$ |
| GRAND TOTAL | | | | |

B. STATEMENT OF WORK

The U.S. Attorney's Office is planning a Statewide Victim/Witness Conference. The two day conference is contingent upon the receipt of grant funding through the Department of Justice/Office of Victim's of Crime. The selected Contractor shall be located within the downtown Mobile, Alabama vicinity and capable of providing meeting space, sleeping rooms, continental breakfasts, an afternoon break and audio-visual equipment for the conference which is estimated to draw approximately 300 participants. Initial plans include early registration on Monday (6/6/11) afternoon, continental breakfast on Tuesday and Wednesday mornings at 7:30 a.m., followed by the general session at 8:00 a.m. The conference will conclude at noon on Wednesday (6/8/11).

B.1 Rooming & Payment Method - Each attendee will make their reservations directly with the hotel using an identifier that will reserve their room at the negotiated group rate. To guarantee a room reservation each attendee will be required to provide a major credit card. All reservations must be received no later than May 16, 2011 (or negotiated date). Reservations received after the pre-stated date will be confirmed on a space available basis at the prevailing rate available.

B.2 Tax and Taxation – The United States Government is exempt from taxation, for performance of services under this order. Any and all changes to this solicitation and resultant purchase order shall be made by the contracting officer. The prospective contractor must be registered in Central Contractor Registration (CCR).

B.3 Master Account - A master account will be set up for this meeting. All charges posted to the master account should be approved in writing by the Contracting Officer. We would like to review the account with you daily to eliminate discrepancies. You agree that the master account will be fully paid according to the Prompt Pay Act.

B.4 Check in & Check out Times - The normal check-in time is 4:00 p.m. local time 7 days a week. Checkout time is 12:00 p.m., local time. Occupants checking out of their hotel room after noon without prior approval by the hotel may incur late charges not to exceed hourly pro-rata based on the room rate applied for the initial stay. Late checkout approval is dependent on room availability and subject to the hotel's business needs. Guest services can arrange to

check baggage for those arriving early when rooms are not available and for guests attending functions on departure day.

B.5 Early Departure – There will be no fees paid or consideration provided to the Hotel/Resort for early departure of individuals associated with this event.

B.6 Audio and Visual Equipment – The conference requires audiovisual equipment and support. Aside from the equipment, we will need personnel to set up the site, be on-site throughout the two-day event to run the equipment and trouble shoot any problems that might arise during the conference, as well as take down the equipment after the conference. The need for audio-visual equipment and support must be identified to the hotel at least 7 days prior to the date or dates of need. If this support is requested after the stated time frame the equipment and support will be provided on a case-by-case basis. Three (3) days prior to the event the Federal Government will identify final Audio Visual requirements.

B.7 Registration – The registration schedule is set forth below, which is to be held at the Conference Registration Desk (24-hr hold).

B.7.1 Schedule: Monday, June 6, 2011 from 2:00 to 5:00 p.m.
Tuesday, June 7, 2007 from 7:30 to 9:30 a.m.

B.8 General Session - The check-in and check-out schedule is set forth below. The location for the General Session is TBD and shall be available for 24 hour hold. The room shall be set with table and chairs with a raised head table for eight (8). Adequate room for audiovisual equipment (i.e. 10x10 screen, video projection, etc.) Room shall remain set and locked when unoccupied. The Government has 24-hr access and is to be re-keyed at check-in and three (3) sets of keys provided to the conference coordinator.

B.8.1 Check-In – 7:00 a.m.

B.8.2 Check-Out – 6:00 p.m.

B.9 Secure Storage Space – A secure area shall be provided for the storage of Government owned equipment and conference materials. The location for the secure storage space is TBD. The Government shall have 24-hr access and three (3) sets of keys provided to the conference coordinator.

B.10 Small Meeting Room – One small meeting room located in close proximity to the main conference room shall be provided for conference planners to assemble conference materials, make calls, etc.

B.11 Continental Breakfast and Break Refreshments – Continental breakfast shall be available prior to the morning sessions on Tuesday and Wednesday (7:30-9:30 a.m.) and break refreshments shall be provided as set forth for the Tuesday afternoon session. The break schedule is set forth below.

B.11.1 Tuesday, June 7, 2011, 10:00 - 10:15 a.m. AM; Break, refresh breakfast beverages (coffee, juice and water).

B.11.2 Tuesday, June 7, 2011 3:00 - 3:15 PM; Break to include beverages (coffee, iced tea, lemonade and soda) and light snack food (popcorn, cookies or brownies).

B.11.3 Wednesday, June 8, 2011, 9:30 -9:45 a.m. AM Break, refresh breakfast beverages (coffee, juice and water).

B.12 Baggage Handling - Any fees attributable to Baggage handling will be paid by the individuals if services are desired. It will be the responsibility of the hotel to notify each individual of the group of the porter fee.

B.13 Effective Date of Communications/Signatures sent by Facsimile – The parties agree that for purposes of this contract and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by facsimile transmission will be considered as enforceable and valid as original signature by the party signing. The effective date of communication between the parties will be determined as follows:

B.13.1. Communications sent via U.S. Mail or private mail delivery service (i.e. Fed Ex) will be effective as of the date sent;

B.13.2. Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender.

B.14 Insurance – Departments of the United States Government are self-insured.

B.15 Indemnification - The Hotel and the U.S. Department of Justice each agree to defend, indemnify and hold harmless the other party from and against all claims, actions or causes of action, liabilities, including attorneys' fees, and costs arising from the defense of any claim, action, cause of action or liabilities arising out of or resulting from any act taken or committed by the Hotel and the U.S. Department of Justice pursuant to the performance of each party's obligations hereunder. The Hotel and the U.S. Department of Justice each agree to defend, indemnify and hold harmless the other party for any claim, action, cause of action and liabilities which may be asserted by third parties arising out of the performance of either party's obligations pursuant to this Contract, except for the willful misconduct or gross negligence of the other party. 52:233-4 Applicable Law for Breach of Contract Claim (OCT 2004): United States law will apply to resolve any claim of breach of contract.

B.16 Compliance with American Disabilities Act – The Hotel is in compliance with the Americans With Disabilities Act required under title III ("ADA"). With respect to your meetings that are the subject of this Agreement, U.S. Attorney's Office is responsible for ensuring that no registrant or member with a disability is excluded, denied services, segregated or otherwise treated differently than other registrants or member because of the absence of auxiliary aids and services or because of the use of inappropriate or ineffective auxiliary aids. You agree to hold the Hotel or any third party providing

services to or performing harmless from all liability arising from any failure by you to provide to registrants and members with disabilities any auxiliary aid or services required by the ADA to ensure effective communication or your program.

B.17 Cancellation – The performance of this proposed contract order by either party is subject to acts of God, war, terrorism, natural and man made disasters, civil disorder, strikes, Federal Regulations, or Federal Laws that make this event impossible. If the Government should cancel for reasons other than those beyond physical control, the Hotel will be entitled to an equitable adjustment.

Questions concerning this acquisition shall be submitted in writing and e-mailed to the contracting officer's address provided no later than December 27, 2010. Telephonic questions will not be accepted. The point of contact for this requirement is Sharon Cuff, Contracting Officer at 251-415-7162, email: Sharon.Cuff@usdoj.gov.

B.18 Parking of Government Personnel at the Hotel - Individual government personnel will be responsible for any and all parking expenses incurred while lodging at the hotel.

B.19 Function Information Agenda/Event Agenda

| Date | Start & End Time | Function Type | Set-up | Number of People | Catering |
|-------------------|---------------------------|----------------------------|------------------------------------|------------------|--|
| Monday 6/6/11 | 2:00 p.m. – 5:00 p.m. | Conference Registration | Conference Registration Desk | 4 | |
| Tuesday 6/7/11 | 7:30 a.m. – 9:30 p.m. | Conference Registration | Conference Registration Desk | 4 | |
| Tuesday 6/7/11 | 8:30 a.m. – 5:00 p.m. | General Session | Classroom Style | 300 | 7:30 AM Cont'l Bkfst AM & PM Breaks |
| Wed. 6/8/11 | 8:30 a.m. - 12:00 p.m. | General Session | Classroom Style | 300 | 7:30 AM Cont'l Bkfst And Break |

B.20 ORDER ADMINISTRATION, INVOICING AND PAYMENT

B.20.1 Contracting Officer –

The Contracting Officer for this award is:
Sharon W. Cuff
U.S. Attorney's Office

Southern District of Alabama
Address: 63 So. Royal St., Suite 600, Mobile, AL 36602
Telephone: (251) 415-7162

The Contracting Officer listed above is the only person authorized to direct the Contractor and obligate the Government. The Contractor shall notify the Contracting Officer prior to providing any services that are outside of those required by the purchase order.

Any actions taken by the Contractor outside the terms and conditions of this purchase order shall be deemed to have been at the Contractor's convenience and therefore shall not obligate the Government to pay the Contractor for those efforts.

B.20.2 Invoice Instructions –

Invoices shall be submitted to: ATTN: Dana Z. Butler
U.S. Attorney's Office, Southern District of Alabama
Address: 63 So. Royal St., Suite 600, Mobile, AL 36602

Prompt Payment Act - In accordance with the Federal Prompt Payment Act, the U.S. Attorney's Office is authorized 30 days from the date on which a complete, correct invoice is received to make payment.

Invoices shall be submitted with the following information:

- Tax Identification Number
- Contractor's Mailing Address
- Telephone Number
- Date of Invoice
- Invoice Number
- Purchase Order Number
- Total Invoice Amount\

Invoices that are not properly submitted, or that contain incorrect data, will be returned for revision.

B.21 Evaluation Criteria

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

The Government will award a contract resulting from this Request for Quotation (RFQ) to the responsible offeror whose offer conforms to the RFQ and is the “Best Value” to the Government. The following factors in descending order of importance shall be used to evaluate offers:

1. Acceptability of accommodations
2. Price

The hotel must be able to accommodate the entire conference in one facility. The facility shall be 4 or 5-star/diamond hotel with full restaurant, business support services, handicap access, and audiovisual services including high-speed Internet access in meeting rooms.

Acceptability is defined as the offeror’s ability to meet or exceed the Government’s requirements as stated in the solicitation. Acceptability factors include but are not limited to: proximity and suitability of the proposed location, quality of the proposed items of supply, and fitness of the accommodations proposed. The Government may require a site visit of the proposed location in order to determine overall acceptability. Offerors should submit descriptive literature and documentation to support the information in the quotation. Examples include brochures, menus and equipment lists.

Prospective vendors are to submit a quote that includes a written proposal addressing all of the services, proposed menus, types of accommodations and equipment to be provided. Minimum information as described on Page 18 must be included in the proposal.

B.22 Hotel Agreement:

The Government does not intend to sign a hotel agreement. The purchase order, along with the applicable Federal Acquisition Regulation clauses, is binding and legally sufficient to protect both parties. Acceptance of any hotel agreement requires the Government’s legal review and negotiations and thus will cause undue administrative delay.

SECTION C. CLAUSES INCORPORATED BY REFERENCE

- FAR 52.252-2 Clauses Incorporated by Reference (FEB 98) - This Request for Quotation incorporates the following clauses by reference with the same force and effect as if they were given in full text. **The contractor shall complete any required information items below in applicable provisions/clauses and submit this attachment with their quotation. Clauses clearly not applicable by virtue of the nature of the requirement (e.g., the option clause(s) in a requirement without option quantities or periods), are considered self-deleting.**
- FAR 52.204-2 Security Requirements (AUG 96) - When the order requires access to classified documents
- FAR 52.204-3 Tax Identification Number (OCT 98) - Please indicate your Tax Identification Number (TIN). _____
- FAR 52.204-6 Data Universal Numbering System (DUNS) - Please indicate your Contractor Identification Number (DUNS #) _____
- FAR 52.204-7 Central Contractor Registration (OCT 03) - in all orders unless an exception applies as listed in FAR 4.1102(a). <http://www.buyaccessible.gov/>.
- FAR 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2006) - When performance requires contractor personnel to have access to Department of Justice facilities or information systems.
- FAR 52.211-11 Liquidated Damages-Supplies, Services, or Research and Development (SEP 00) - When the order specifies that liquidated damages will be charged for late delivery, liquidated damages of \$ _____ shall be charged per calendar day of delay.
- FAR 52.213-2 Invoices (APR 84) - Applies to orders that authorize advance payments for subscriptions or other charges for newspapers, magazines, periodicals, or other publications.
- FAR 52.213-3 Notice to Suppliers (APR 84) - Applies to unpriced (Not-To-Exceed (NTE)) purchase orders.
- FAR 52-213-4 Terms and Conditions-Simplified Acquisitions (Other than Commercial Items) (Feb 06) - Applies to simplified acquisitions that exceed the micro-purchase threshold that are for other than commercial items.

- FAR 52.217-3 Evaluation Exclusive of Options (APR 84) - When the RFQ indicates option quantities will not be considered as part of the evaluation process.
- FAR 52.217-5 Evaluation of Options (JUL 90) - When the RFQ indicates option quantities will be considered as part of the evaluation process.
- FAR 52.217-6 Option for Increased Quantity (MAR 89) - Exercise of the option shall be provided within _____ days of expiration of the current period. (If no specified number of days, the Government may exercise the option quantity up to the last day of the current period).
- FAR 52.217-8 Option to Extend Services (NOV 99) - Exercise of the option shall be provided within _____ days of expiration of the current period. (If no specified number of days, the Government may exercise the option quantity up to the last day of the current period).
- FAR 52.217-9 Option to Extend the Term of the Contract (MAR 00) - Preliminary written notice of the Governments intention to exercise of the option shall be provided within _____ days of expiration of the current period. The Government shall exercise the option period in writing within _____ days of the expiration of the current period. (Unless a different number of days is specified above, the days shall be 60 and 30, respectively).
- FAR 52.219-1 Small Business Representation (MAY 04) - Complete if the estimated dollar value of the purchase exceeds the micro-purchase threshold (\$2,500) and the contractor will perform the contract inside the United States or its outlying areas. Contracting Officer shall provide NAICS code and size standard below.

The North America Industry Classification System (NAICS) code for this acquisition is 721110. The small business size standard is \$30 Million.

The prospective contractor should provide the information below:

The offeror represents as part of its quotation that it:

Is ____ or is not ____ a small business concern;

Is ____ or is not ____ a small disadvantaged business concern;

Is ____ or is not ____ a woman-owned small business concern;

Is ____ or is not ____ a veteran-owned small business concern;

Is ____ or is not ____ a service-disabled, veteran-owned small business concern;

Is ____ or is not ____ a HUBZone small business concern.

- FAR 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (FEB 01) - This certification must be completed if the contractor is informed

that the product or service being offered is included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, as identified by their country of origin.

The following end product(s) being acquired under this Request for Quotation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin.

Listed End Product

Listed Countries of Origin

Certification.

The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

☐ The offeror will not supply any end product listed above that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ The offeror may supply an end product listed above that was mined, produced, or manufactured in the corresponding country as listed for that product provided the offeror has certified that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

FAR 52.222-19 Child Labor - Cooperation with Authorities and Remedies (JAN 06) - Include in all solicitations and contracts/orders for the acquisition of supplies that are expected to exceed the micro-purchase threshold.

FAR 52.222-22 Previous Contracts and Compliance Reports (FEB 99) - Required when the Equal Opportunity clause is required:

TO BE COMPLETED BY VENDOR - Contractor has _____ has not _____ participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; Contractor has _____ has not _____ filed all required compliance reports.

FAR 52.222-41 Service Contract Act (July 05) - Applies to orders over \$2,500 to which the Service Contract Act applies.

- FAR 52.222-42 Statement of Equivalent Rates (MAY 89) - Applies if the order is expected to be over \$2,500 and the Service Contract Act is applicable.
- FAR 52.222-43 Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (MAY 89) - Applies to orders containing the Service Contract Act and is a multiple year contract or is a contract with options to renew.
- FAR 52.222-48 Exemption from Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, and/or Repair of Certain Information Technology, Scientific and Medical and/or Office and Business Equipment - Contractor Certification (AUG 96) - Applies to any order calling for maintenance, calibration, and/or repair of information technology, scientific and medical and/or office and business equipment that is exempt from the Service Contract Act.
- Contractor complete - The offeror certifies __ does not certify __**
- FAR 52.222-50 Combating Trafficking in Persons (APR 06) - applies to all acquisitions for services except those acquired under FAR Part 12 (Commercial Services).*
- FAR 52.223-6 Drug-Free Workplace (MAY 01) - Applies to all solicitations and contracts, including modifications to contracts issued under FAR 6.3, **except** - actions under the *simplified acquisition threshold* (unless awarded to an individual); for the acquisition of commercial items; when performed outside the United States and its outlying areas; if determined by a Law Enforcement Agency Head that application would be inappropriate in connection with the law enforcement agency's undercover operations.
- FAR 52.223-12 Refrigeration Equipment and Air Conditioners (MAY 95) - Applies when the order includes maintenance, repair, or disposal of any equipment or appliance using ozone-depleting substances as a refrigerant, such as air conditioners, including motor vehicles, refrigerators, chillers, or freezers.
- FAR 52.224-1 Privacy Act Notification (APR 84) - Required when the design, development, or operation of a system of records on individuals is required to accomplish an agency function.
- FAR 52.224-2 Privacy Act (APR 84) - Required when FAR 52.224-1 is used.
- FAR 52.225-2 Buy American Act Certificate (June 2003)
- (a) The offeror certifies that each end product, except those listed in Paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall

list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(b) Foreign End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. (End of provision)

- FAR 52.227-14 Rights in Data-General (JUN 87) - Applies to orders if it is contemplated that data will be produced, furnished, or acquired under the order.
- FAR 52.232-18 Availability of funds (APR 84) - Applies if order will be chargeable to funds of the new year and the contracting action is to be initiated before funds become available. A clear indication of the application of the Availability of Funds clause to the order should be clearly indicated on the front page of the order.
- FAR 52.232-23 Assignment of Claims (JAN 86) - Applies when the order is expected to exceed the micro-purchase threshold, unless the order specifically prohibits assignment of claims.
- FAR 52.232-34 Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 99). (Applies to contracts/orders where the solicitation/contract requires EFT as the method of payment, but does not include the clause at 52.204-7, Central Contractor Registration).
- FAR 52.233-4 Applicable Law for Breach of Contract Claim (OCT 04)
- FAR 52.237-1 Site Visit (APR 84) - Applies when services are to be performed on Government installations, unless the Request for Quotations is for construction.
- FAR 52.237-2 Protection of Government Buildings (APR 84) - Applies when services are to be performed on Government installations, unless a construction contract is contemplated.
- FAR 52.239-1 Privacy or Security Safeguards (AUG 96) - Applies to orders for

information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services.

- FAR 52.242-15 Stop Work Order (AUG 89)
- FAR 52.243-1 Changes-Fixed Price (AUG 87), Alternate I (APR 84).
- FAR 52.245-4 Government Furnished Property (Short Form) (JUN 03)
- FAR 52.246-1 Contractor Inspection (APR 84)
- FAR 52.247-29 F.o.b. Origin (*FEB 06*) - Applies when the delivery term is f.o.b. origin.
- FAR 52.247-34* F.o.b. Destination (NOV 91) - Applies when the delivery term is f.o.b. destination.
- FAR 52.247-35 F.o.b. Destination within Consignee's Premises (APR 84) - Applies when the delivery term is f.o.b. destination within consignee's premises.

***NOTE - Unless otherwise specifically indicated in the RFQ or order, the F.o.b Destination clause (FAR 52.247-34) shall be deemed to be the applicable clause in this order.**

- FAR 52.249-1 Termination for the Convenience of the Government (Fixed-Price) (Short Form) (APR 84).

D. ATTACHMENTS

D.1 CONTRACTOR EMPLOYEE RESIDENCY REQUIREMENT

All Contractor employees assigned to this contract and working within the United States shall meet the DOJ Residency Requirement. The Residency Requirement states that, for three of the five years immediately prior to applying for a position, the individual must have: 1) resided in the United States; 2) worked for the United States overseas in a Federal or military capacity; or 3) be a dependent of a Federal or military employee serving overseas.

This requirement can be waived for short-term (i.e., those employees performing duties for a cumulative total of 14 days or less) if there is a critical need for their specialized or unique skills (for example, interpreters for rare foreign languages). These individuals must be United States citizens or Permanent Resident Aliens. A waiver request from the head of the Component outlining the extenuating circumstances along with the requisite Contractor clearance package shall be submitted through the Contracting Officer's Technical Representative (COTR) to the Department Security Officer (DSO) for approval. Each waiver request will be reviewed by the DSO and a determination made on a case-by-case basis.

Additionally, a Contractor employee who is not a U.S. citizen must be from a country allied with the United States. Since the countries on the Allied Countries List are subject to change, the head of the Component shall review the following website for current information:

<http://www.opm.gov/employ/html/Citizen.htm>.

D.2 DEPARTMENT OF LABOR WAGE RATES (This solicitation is subject to FAR 52.222-41 Service Contract Act. Each service employee in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in the wage determination attached to this document. The rates can be found beginning on page 19. (also found at: <http://www.wdol.gov/wdol/scafiles/non-std/96-0283.sca>.)

E. INSTRUCTIONS FOR COMPLETING RFQ-USA03-0001

E.1. Fill in the prices on the attached pricing sheet, (Section B, Schedule of Commercial Services and Prices). Please remember to print legibly, verify the math and complete the totals.

E.2 Read Section C (Clauses) and complete highlighted text (on page 8, 9, and 10.

Quoter must provide and clearly identify their Data Universal Numbering System (DUNS) number. DUNS numbers are unique nine character identification number provided by Dun & Bradstreet (D&B). All contractors doing business with the Federal Government must have a DUNS. Call D&B at 866-705-5711 if you do not have a DUNS number.

E.3 Complete Quoter's information on the front of form SF-18 (Blocks 13, 14, 15, and 16).

E.4 Mail/E-mail/fax or hand deliver the entire package to the person and address named in Block 9 of the SF-18 form.

WD 96-0283 (Rev.-26) was first posted on www.wdol.gov on 06/22/2010

FL/HH/MS

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Shirley F. Ebbesen Division of Wage
Director Determinations

Wage Determination No: 1996-0283
Revision No: 26
Date Of Revision: 06/15/2010

State: Alabama

Area: Alabama Counties of Baldwin, Choctaw, Clarke, Conecuh, Covington,
Escambia, Mobile, Monroe, Washington

****Fringe Benefits Required Follow the Occupational Listing****

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| Food & Lodging: | | |
| 07041 - Cook I | | 10.07 |
| 07042 - Cook II | | 12.17 |
| 07070 - Dishwasher | | 7.42 |
| 07130 - Food Service Worker | | 8.04 |
| 07260 - Waiter/Waitress | | 7.42 |
| 11060 - Elevator Operator | | 7.42 |
| 11210 - Laborer, Grounds Maintenance | | 8.04 |
| 11240 - Maid or Houseman | | 8.04 |
| 99030 - Cashier | | 8.04 |
| 99050 - Desk Clerk | (see 1) | 8.04 |
| Halfway House & Residential Community Treatment: | | |
| 01011 - Accounting Clerk I | | 10.21 |
| 01012 - Accounting Clerk II | | 10.96 |
| 01111 - General Clerk I | | 9.53 |
| 01311 - Secretary I | | 11.68 |
| 01611 - Word Processor I | | 9.53 |
| 07041 - Cook I | | 10.07 |
| 07042 - Cook II | | 12.17 |
| 07070 - Dishwasher | | 7.42 |
| 07130 - Food Service Worker | | 8.04 |
| 11150 - Janitor | | 8.04 |
| 11210 - Laborer, Grounds Maintenance | | 8.04 |
| 11240 - Maid or Houseman | | 8.04 |
| 23370 - General Maintenance Worker | | 10.80 |
| 27101 - Guard I | | 9.57 |
| 27102 - Guard II | | 10.29 |
| 99050 - Desk Clerk | (see 1) | 9.53 |
| Moving & Storage: | | |
| 21020 - Forklift Operator | | 10.07 |
| 21050 - Material Handling Laborer | | 8.74 |
| 21110 - Shipping Packer | | 10.07 |
| 21410 - Warehouse Specialist | | 10.07 |
| 31361 - Truckdriver, Light | | 10.14 |
| 31362 - Truckdriver, Medium | | 10.80 |

31363 - Truckdriver, Heavy
 31364 - Truckdriver, Tractor-Trailer

11.53
 12.17

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.50 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 11 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) Rates are applicable only under the appropriate occupational category.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.